

I-10-2 15 (140), (79), (75),  
(80), (81), and (82)  
SHRENBURG-PHOENIX HIGHWAY  
Agua Fria River - Jct. I-17

27226

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 15th day of June, 1981, by and between the STATE OF ARIZONA, acting by and through its Department of Transportation and pursuant to A.R.S. 28-108A.13, hereinafter called "State", and the City of Phoenix, a municipal corporation, acting by and through its City Council and pursuant to A.R.S. 9-672B.1, hereinafter called "City."

WITNESSETH, That City has requested that State increase the capacity of its proposed drainage channel to intercept the flows of city storm sewers between 91st Avenue and 31st Avenue and to carry said flows along with the drainage from Interstate Highway 10 to the Agua Fria River; and

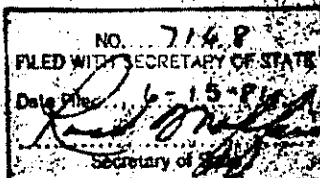
That said increase of capacity will correspondingly increase the channel construction costs and related items as hereinafter set forth; and

That City's use of said channel will result in substantial cost savings in comparison with other means of handling the flows from said city storm sewers.

THEREFORE, the parties hereto covenant and agree as follows:

STATE SHALL:

1. Increase the design capacity and change the flowline elevations of the L-10 drainage channel to the Agua Fria River as required to intercept and convey the flows of existing City storm sewers at 35th Avenue and 51st Avenue, and of future City storm sewers at 31st Avenue, 39th Avenue, 59th Avenue, 67th Avenue, 75th Avenue, 83rd Avenue, and 91st Avenue;
2. Include the necessary connections between said drainage channel and said existing and future storm sewers as part of its construction contracts for each project required for said drainage channel. Construct 72" storm sewers at 31st Avenue and 39th Avenue and 90" storm sewers at 59th Avenue, 67th Avenue, 75th Avenue, 83rd Avenue, and 91st Avenue within the project limits.
3. Notify City, when the contract for each project is let, what its share of channel related costs included in each contract shall be. "Channel related costs," for which City shall pay the hereinafter stated percentages, shall include: overroad structures, utility crossings, channel excavation, channel lining, miscellaneous hydraulic structures, storm sewer connections, and outlet protection at the Agua Fria River channel. The notification shall include a statement that stipulates the bid cost for each item for which City will be required to pay a percentage. The amounts to be paid and the dates on which the amounts are due. These amounts are to be computed on the basis of three (3) 10% and one (1) 10% payments due and payable on specific dates based on 10%, 40%, and 100% expanded construction contract time. The 10% payment shall include the final 10% of the contract amount adjusted for changes that may occur during construction.



4. Notify City 90 days in advance of payment or payments due on Agua Fria River floodway improvement fund. Payment or payments on this fund shall not exceed a total of 14% of \$5,000,000, (\$700,000) City share.

CITY SHALL:

1. Pay 5% of channel related costs east of the west side of 51st Avenue and 14% of channel related costs west of the west side of 51st Avenue. Said costs to be computed on the basis of construction items as bid without the additional burden of construction administration or overhead nor of right of way acquisition costs.
2. Pay 14% of the \$5,000,000 (\$700,000) Agua Fria River floodway improvement fund being made available to the Flood Control District of Maricopa County in lieu of project detention basins.
3. Pay 100% of the construction costs including construction administration costs of the 72" storm sewers at 31st Avenue and 39th Avenue and the 90" storm sewers at 59th Avenue, 67th Avenue, 75th Avenue, 83rd Avenue, and 91st Avenue. Said costs to be computed on the basis of pipe related construction only and shall not include sewer connections to the channel nor right of way acquisition costs.

IN GENERAL:

1. In the event that the funds allocated by the Federal Highway Administration to State for Interstate Highway 10 are withdrawn or temporarily withheld, or for any other reason State is unable to complete the construction of Interstate Highway 10, the project costs incurred up to then shall be prorated proportionately between the parties hereto.
2. In the event that the City is unable to pay the full amount due within thirty (30) days of the due date, a ten percent (10%) per annum charge shall be applied to any unpaid amount.
3. This agreement shall be filed with the Secretary of State and shall become effective on the date of filing.
4. All parties are hereby put on notice that this agreement is subject to cancellation by the Governor, pursuant to A.R.S. 38-511.

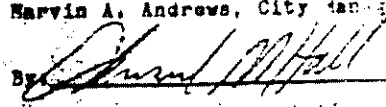
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

STATE OF ARIZONA

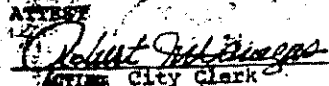
  
J. B. Mertz  
Chief Deputy State Engineer

CITY OF PHOENIX

Harvin A. Andrews, City Engineer

  
Title: Street Transportation  
Administrator

ATTEST

  
Acting City Clerk

WRL:dP  
5-29-84

27226

CONTRACT NO. I-10-2(25)(40)(70)(75)(80)(81)&(82)

AG CONTRACT NO. 81-303

APPROVED AS TO FORM and within the  
powers and authorities granted to the City of  
Phoenix, under the laws of the State of  
Arizona.

  
ACTING

City Attorney


27226

Project I-10-2(62 & 71)PE  
Aqua Fria River-27th Ave.

RESOLUTION

BE IT RESOLVED on this the 21st day of May, 1981, that I, W. A. Ordway, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Phoenix to provide for the City's use of the I-10 Drainage Channel by building a larger channel and the City paying for the enlargement.

Therefore, authorization is hereby given to draft said Agreement, which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

  
W. A. Ordway, Director  
Arizona Department of Transportation

27226



OFFICE OF THE  
**Attorney General**  
1801 WEST JEFFERSON STREET  
FOURTH FLOOR  
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN  
ATTORNEY GENERAL

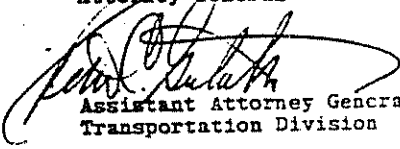
INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. 81-303, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 27<sup>th</sup> day of May, 1991.

ROBERT K. CORBIN  
Attorney General

  
Assistant Attorney General  
Transportation Division

27226